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4 BILL NO. S-73-03-02

5 SPECIAL ORDINANCE NO. S- 25-73

6 AN ORDINANCE approving a contract with
7 JOHN DEHNER, INC. for the paving of
8 Ley Road.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. The contract approved February 26, 1973,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works, and JOHN DEHNER, INC. for the paving of
14 Ley Road, as follows:

15 Ley Road from the easterly pavement edge of
16 State Road No. 3 to a point approximately
17 2,566 feet east thereof.

18 for a total cost of \$232,905.81, of which approximately \$83,644.00
19 will be paid by the property owners, all as more particularly
20 set forth in said contract, which contract is on file in the
21 office of the Board of Public Works, and is by reference in-
22 corporated herein and made a part hereof, is hereby in all things
23 ratified, confirmed and approved.

24 SECTION 2. This Ordinance shall be in full force and
25 effect from and after its passage and approval by the Mayor.

26 William T. King
27 Councilman

28 APPROVED AS TO FORM
29 AND LEGALITY
30 Ed B. C.
31 CITY ATTORNEY
32
33
34
35

Read the first time in full and on motion by Henga, seconded by Galeano, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 3-13-73

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Henga, seconded by Stuen, and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 3/27/73

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-25-73 on the 27th day of March, 1973.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

William J. ...
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of March, 1973, at the hour of 10:40 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of March, 1973, at the hour of 11:30 o'clock A. M., E.S.T.

Don A. ...
MAYOR

Bill No. S-73-03=02

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with JOHN DEHNER, INC. for the
paving of Ley Road.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Paul M. Burns

Samuel J. Talarico

William T. Hinga
John Nuckols
James S. Stier
Paul M. Burns
Samuel J. Talarico

DATE 3-27-13 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this FEB 26, 1973 day of 19

by and between JOHN DEHNER, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Ley Road from the easterly pavement edge of State Road No. 3 to a point approximately 2,566 feet east thereof.

by grading and paving the roadway to a width of thirty one feet with

8" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5621-1972 and at the following prices per lineal foot:

at the following prices:

Street Pavement 8" Plain Concrete	Eight dollars and forty nine cents, per square yard	8.49
Concrete Ditch Invert 4" Plain Concrete	Fifteen dollars and no cents, per square yard	15.00
Concrete Headwall Removal	Forty dollars and no cents, each	40.00
Pavement Removal	One dollar and eighty cents, per square yard	1.80
Excavation (Use suitable material for fill as directed)	One dollar and ninety four cents, per cubic yard	1.94
Trees to be Removed 6" to 12" Diameter	Fifty dollars and no cents, each	50.00
Trees to be Removed - 13" to 18" Diameter	One hundred dollars and no cents, each	100.00
Fine Grading	Twenty three cents, per square yard	0.23
Seeding	One dollar and twenty five cents, per pound	1.25
Fertilizer	Seventy cents, per pound	0.70
6"x6" Integral Curb	One dollar and no cents, per lineal foot	1.00
No. 4 H.A.C. Base (6" Depth)	Two dollars and ninety two cents, per square yard	2.92
State Mix Type "B" Top (2" Depth)	One dollar and fifteen cents, per square yard	1.15
No. 53 Compacted Aggregate (Driveways)	Four dollars and seventy cents, per ton	4.70
Regrading Ditches	Sixty cents, per lineal foot	0.60
Concrete Headwall @ Sta. 22 + 50 RT	Eighty five dollars and no cents, each	85.00
New Manholes Type IV (48")	Two hundred ten dollars and no cents, each	210.00
New Inlets to be Constructed (48")	Two hundred ninety five dollars and no cents, each	295.00
New Inlets to be Constructed (30")	One hundred eighty five dollars and no cents, each	185.00
Special Manholes Type II - (60")	Nine hundred eighty dollars and no cents, each	980.00

at the following prices:

Street Pavement 8" Plain Concrete	Eight dollars and forty nine cents, per square yard	8.49
Concrete Ditch Invert 4" Plain Concrete	Fifteen dollars and no cents, per square yard	15.00
Concrete Headwall Removal	Forty dollars and no cents, each	40.00
Pavement Removal	One dollar and eighty cents, per square yard	1.80
Excavation (Use suitable material for fill as directed)	One dollar and ninety four cents, per cubic yard	1.94
Trees to be Removed 6" to 12" Diameter	Fifty dollars and no cents, each	50.00
Trees to be Removed - 13" to 18" Diameter	One hundred dollars and no cents, each	100.00
Fine Grading	Twenty three cents, per square yard	0.23
Seeding	One dollar and twenty five cents, per pound	1.25
Fertilizer	Seventy cents, per pound	0.70
6"x6" Integral Curb	One dollar and no cents, per lineal foot	1.00
No. 4 H.A.C. Base (6" Depth)	Two dollars and ninety two cents, per square yard	2.92
State Mix Type "B" Top (2" Depth)	One dollar and fifteen cents, per square yard	1.15
No. 53 Compacted Aggregate (Driveways)	Four dollars and seventy cents, per ton	4.70
Regrading Ditches	Sixty cents, per lineal foot	0.60
Concrete Headwall @ Sta. 22 + 50 RT	Eighty five dollars and no cents, each	85.00
New Manholes Type IV (48")	Two hundred ten dollars and no cents, each	210.00
New Inlets to be Constructed (48")	Two hundred ninety five dollars and no cents, each	295.00
New Inlets to be Constructed (30")	One hundred eighty five dollars and no cents, each	185.00
Special Manholes Type II - (60")	Nine hundred eighty dollars and no cents, each	980.00
36" Sewer Pipe	Twenty seven dollars and sixty one cents, per lineal foot	27.61
30" Sewer Pipe	Seventeen dollars and ninety six cents, per lineal foot	17.96
24" Sewer Pipe	Fifteen dollars and eighty four cents, per lineal foot	15.84
18" Sewer Pipe	Nine dollars and forty six cents, per lineal foot	9.46
15" Sewer Pipe	Eight dollars and fifty five cents, per lineal foot	8.55

(Continued)

12" Sewer Pipe	Eight dollars and twenty one cents, per lineal foot	8.21
12" C. M. P.	Five dollars and eleven cents, per lineal foot	5.11
Backfill Gravel (Trenches & Structures)	Three dollars and ninety cents, per cubic yard	3.90
Grouted Rip Rap in Place	Twelve dollars and no cents, per square yard	12.00
Special Structure @ Sta. 0+10 LT (Includes 15 Lin. Ft. of 83"x53" Low Head Concrete Pipe)	Three thousand, five hundred seventy seven dollars and seventy seven cents, each	3,577.77
#73 Stone (Backfill Sewer Trenches Under Taveled Portion of Road)	Four dollars and no cents, per ton	4.00
6" Ductile Iron Pipe - Class II	Eight dollars and ninety cents, per lineal foot	8.90
8" Ductile Iron Pipe - Class II	Ten dollars and seven cents, per lineal foot	10.07
12" Cast Iron Pipe -Class 22	Twelve dollars and eighty cents, per lineal foot	12.80
8" Gate Valve	Two hundred seventeen dollars and fifteen cents, each	217.15
12" Gate Valve	Three hundred ninety seven dollars and eighty three cents, each	397.83
12" x 8" Reducer	Seventy five dollars and ninety three cents, each	75.93

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5621-1972 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before AUGUST 1st, 1973 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this FEB 19 1973 day of 19

JOHN DEANER, INC.

BY: John Deaner

ITS:

President

Contractor; Party of the First Part.

City of Port Wayne, By and Through:

James B. Williams
James B. Williams

James B. Williams
Its Board of Public Works and Mayor.

GUARANTY BOND

Know All Men by These Presents, That we JOHN DEHNER, INC. Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND

as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of TWO HUNDRED THIRTY TWO THOUSAND, NINE HUNDRED FIVE DOLLARS AND EIGHTY ONE CENTS

(\$ 232,905.81)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said

JOHN DEHNER, INC.

did on the 16 day of February, 1977

, enter into a contract with the City of Fort Wayne to construct a
Street - 8" Plain Concrete Pavement

on Ley Road ~~XXXX~~ from the easterly pavement edge of
State Road No. 3 to a point approximately 2,566 feet east thereof.

according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said

JOHN DEHNER, INC. shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 16 day of February, 1977

YASTE, ZENT & RYE, INC.
Authorized Agents

JOHN DEHNER, INC. (SEAL)

BY: John Dehner (SEAL) PRESIDENT

UNITED STATES FIDELITY & GUARANTY CO.

37 (SEAL)

Attorney-in-Fact

By: Donald Shirley

Approved this 20th day of February, 1977

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we hereby certify that JOHN DEHNER, INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of , with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 16 day of February, 1973

JOHN DEHNER, INC. (SEAL) PRESIDENT

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: John Dehner (SEAL)
UNITED STATES FIDELITY & GUARANTY CO.,
BY: Daniel Shirley (SEAL)
Attorney-in-fact (SEAL)

Approved this 26 day of February, 1973

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

February 14, 1973

GENERAL POWER OF ATTORNEY

No. 91384

Know all Men by these Presents.

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre

Vice-President.

(SEAL) (Signed) J. E. Dallan

Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, }

On this 24th day of April, A. D. 1970, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallan, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and J. E. Dallan, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1970.

(SEAL) (Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, }

I, Robert H. Bousa, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL) (Signed) Robert H. Bousa

Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **William K. McCordell**, as Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Taste, Arthur C. Frericks, Donald T. Selbutowski, Gerald A. Bahle, Fred S. Hye, Leonard Shirley and Josephine E. Stackhouse

of **Fort Wayne, Indiana**, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)

FEB 16 1973

William K. McCordell
Assistant Secretary.

IN RE:

WAGE SCALE

CODE: S - SKILLED
 SS - SEMI-SKIL
 U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS, TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1973.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935; have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	8.50	35¢	55¢	50¢	
BOILERMAKER	S	9.20	50	65		1¢
BRICKLAYER	S	8.21	20	25		1
CARPENTER	S	7.50 7.78	4% 30			4app, 2ind. fund. 2app.
CEMENT MASON	S	7.25	30			
ELECTRICIAN	S	7.85	25	1%+30¢		4
ELEVATOR CONSTRUCTOR	S	7.87	58¢ includes all fringes			
GLAZIER	S	6.85			15	18choldays
IRON WORKER	S	8.75	40	65		1
LABORER	S	4.80-6.60	18	25		7edcu. rn.
LATHER	S	7.16		25		1app-3ind. fund.
MILLWRIGHT & PILEDRIVER	S	7.85		4%		4app, 2ind. fund.
OPERATING ENGINEER	S	5.55-7.95	25	30		5
PAINTER	S	6.56-7.56	32	25		5
PLASTERER	S	7.06	30			
PLUMBER, STEAMFITTER, GASFITTER	S	8.18	20	35		7
MOSAIC & TERRAZZO GRINDER	S	5.35-7.80				
ROOFER	S	7.70		10		
SHEETMETAL WORKER	S	8.14	23	15		5ind. fund.
TEAMSTER	S	5.50-6.63	P.W. 12.00	P.W. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 25 DAY OF Jan, 1973

Harold D. Miller
 REPRESENTING GOVERNOR, STATE OF INDIANA

Edwin C. Leonard Jr.
 REPRESENTING THE AWARDED AGENT.

Frederic M. Reine
 REPRESENTING STATE A.F.L. & C.I.O.

RECEIVED

FEB 5 1973

CITY ENGINEERING DEPT.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

PROJECT

Ley Road - E. paym. edge State Road no. 3 to approx 2566 ft. road

BID ANALYSIS SHEET

DATE Feb. 7, 1973

RES. NO. 5621-1972

MATERIAL 1" Plain Concrete

CONTRACTORS			ESTIMATE	EXTENSION	JOHN DEHNER, INC.		SUSLEIGH CONST.		UNIT PRICE
STREETS	ALLEYS	SIDEWALKS			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	
QUAN	UNIT	MATERIAL							
10,800	Sq.Yds.	Street Pave. 8" Pl. Conc.	8.65	93,420.00	8.49	91,692.00	8.57	92,556.00	
16	Sq.Yds.	Conc. Ditch Inv. 4" Pl. Conc.	5.00	80.00	15.00	240.00	6.00	96.00	
1	Each	Concrete Headwall Removal	50.00	50.00	40.00	40.00	50.00	50.00	
245	Sq.Yds.	Pavement Removal	2.50	612.50	1.80	441.00	2.00	490.00	
4,954	Cu.Yds.	Exc. (Use suit. as directed)	3.50	17,339.00	1.94	9,610.76	2.03	9,908.00	
6	Each	Trees - 6" to 12" (Removed)	100.00	600.00	50.00	300.00	50.00	300.00	
1	Each	Trees - 13" to 18" (Removed)	150.00	150.00	100.00	100.00	100.00	100.00	
10,317	Sq.Yds.	Fine Grading	0.65	6,706.05	0.23	2,372.91	0.28	2,888.76	
560	Lbs.	Seeding	2.00	1,120.00	1.25	700.00	1.50	840.00	
460	Lbs.	Fertilizer	0.50	230.00	0.70	322.00	0.80	368.00	
5,200	Lin. Ft.	6" x 6" Integral Curb	3.25	16,900.00	1.00	5,200.00	1.40	7,280.00	
2,770	Sq.Yds.	No. 4 H.A.C. Base (6" Depth)	3.75	10,387.50	2.92	8,088.40	3.00	8,310.00	
2,770	Sq.Yds.	State Mix Type "B" (2" Depth)	1.40	3,878.00	1.15	3,185.50	1.15	3,185.50	
57	Tons	No. 53 Comp. Agg. (Driveways)	5.00	285.00	4.70	267.90	5.00	456.00	
2,640	Lin.Ft.	Regrading Ditches	1.00	2,640.00	0.60	1,584.00	0.80	2,112.00	
1	Each	Concrete Headwall	50.00	50.00	85.00	85.00	130.00	130.00	
1	Each	New Manhole Type IV (48")	450.00	450.00	210.00	210.00	480.00	480.00	
10	Each	New Inlets Constructed (48")	450.00	4,500.00	295.00	2,950.00	480.00	4,800.00	
7	Each	New Inlets Constructed (30")	300.00	2,100.00	185.00	1,295.00	200.00	1,400.00	
4	Each	Special M.H. Type II (60")	1,200.00	6,800.00	980.00	3,920.00	1,200.00	4,800.00	
1,905	Lin.Ft.	36" Sewer Pipe	35.00	66,675.00	27.61	52,597.05	28.50	54,292.50	
365	Lin.Ft.	30" Sewer Pipe	33.00	12,045.00	17.25	6,555.40	21.10	7,701.50	
410	Lin.Ft.	24" Sewer Pipe	20.00	8,200.00	15.84	6,494.40	15.20	6,478.00	
221	Lin.Ft.	18" Sewer Pipe	19.00	4,199.00	9.46	2,090.66	9.60	2,121.60	
135	Lin. Ft.	15" Sewer Pipe	15.00	2,025.00	8.55	1,154.25	8.90	1,201.50	
106	Lin.Ft.	12" Sewer Pipe	16.00	1,696.00	8.21	870.26	7.50	795.00	
200	Lin.Ft.	12" C.M.P.	7.00	1,400.00	5.11	1,022.00	6.00	1,200.00	
4,104	Cu.Yds.	Backfill Gravel (T. & S.)	5.00	20,520.00	3.90	16,005.60	4.18	17,154.72	
84	Sq.Yds.	Grouted Rip Rap in Place	10.00	840.00	12.00	1,008.00	15.00	1,260.00	
1	Each	Spec. Structure	5,800.00	5,800.00	3,577.77	3,577.77	4,900.00	4,900.00	5.3
1,234	Tons	#73 Stone	5.00	6,170.00	4.00	4,936.00	4.15	5,121.10	
108	Lin.Ft.	6" Ductile Iron Pipe Cl. II	8.50	918.00	8.90	961.20	8.10	874.80	
72	Lin.Ft.	8" Ductile Iron Pipe Cl. II	10.50	756.00	10.07	725.04	9.40	676.80	
126	Lin.Ft.	12" Cast Iron Pipe Class 22	13.50	1,701.00	12.80	1,612.80	15.30	1,927.80	
1	Each	6" Gate Valve	300.00	300.00	217.15	217.15	250.00	250.00	3
1	Each	12" Gate Valve	450.00	450.00	397.83	397.83	360.00	360.00	4
1	Each	12" x 8" Reducer	200.00	200.00	75.93	75.93	95.00	95.00	3
Total				\$302,193.05		\$ 32,905.81	5	246,960.58	

BID ANALYSIS SHEET

and - E. pave, edge State Road No. 410, approx 2566 feet, east

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

RES. NO. 5621-1972

MATERIAL 2" Plain Concrete

ITEMS - SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	JOHN DECHER, INC.		KUELLER CONST.		HIPS KIND ASPHALT		L.V. DALLEY, INC.	
			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
Pave. 8" Pl. Conc.	8.65	93,420.00	8.49	91,692.00	8.57	92,556.00	8.25	89,100.00	9.20	99,360.00
Ditch Inv. 4" Pl. Conc.	5.00	80.00	15.00	240.00	6.00	96.00	12.00	192.00	12.00	192.00
te Headwall Removal	50.00	50.00	40.00	40.00	50.00	50.00	100.00	100.00	50.00	50.00
at Removal	2.50	612.50	1.80	441.00	2.00	490.00	3.00	735.00	3.50	887.50
Use suit. as directed	3.50	17,339.00	1.94	9,610.76	2.00	9,908.00	2.20	10,898.80	3.25	16,100.50
- 6" to 12" (Removed)	100.00	600.00	50.00	300.00	50.00	300.00	50.00	300.00	25.00	150.00
- 13" to 18" (Removed)	150.00	150.00	100.00	100.00	100.00	100.00	75.00	75.00	100.00	100.00
Grading	0.65	6,706.05	0.23	2,372.91	0.28	2,888.76	0.30	3,095.10	0.60	6,190.20
	2.00	1,120.00	1.25	700.00	1.50	840.00	1.50	840.00	2.50	1,400.00
izer	0.50	230.00	0.70	322.00	0.80	368.00	1.00	460.00	1.00	460.00
" Integral Curb	3.25	16,900.00	1.00	5,200.00	1.40	7,280.00	1.90	9,880.00	1.10	5,720.00
H.A.C. Base (6" Depth)	3.75	10,387.50	2.92	8,088.40	3.00	8,310.00	2.45	6,786.50	4.70	13,019.00
Mix Type "B" (2" Depth)	1.40	3,878.00	1.15	3,185.50	1.15	3,185.50	1.35	3,739.50	1.85	5,124.50
Comp. Agg. (Driveways)	5.00	285.00	4.70	267.00	8.00	456.00	6.00	342.00	9.00	285.00
ing Ditches	1.00	2,640.00	0.60	1,584.00	0.80	2,112.00	1.10	2,904.00	2.00	5,280.00
to Headwall	50.00	50.00	85.00	85.00	130.00	130.00	220.00	220.00	200.00	200.00
hole Type IV (48")	450.00	450.00	210.00	210.00	480.00	480.00	490.00	490.00	600.00	600.00
lets Constructed (48")	450.00	4,500.00	295.00	2,950.00	480.00	4,800.00	490.00	4,900.00	400.00	4,000.00
lets Constructed (30")	300.00	2,100.00	185.00	1,295.00	200.00	1,400.00	370.00	2,590.00	300.00	2,100.00
l M.H. Type II (60")	1,700.00	6,800.00	950.00	3,920.00	1,200.00	4,800.00	790.00	3,160.00	1,500.00	6,000.00
er Pipe	35.00	64,475.00	27.61	52,597.00	28.50	54,292.50	28.00	53,340.00	25.50	45,577.50
er Pipe	33.00	12,045.00	17.95	6,595.40	21.10	7,701.50	23.00	8,395.00	20.00	7,300.00
er Pipe	20.00	8,200.00	15.84	6,494.40	15.60	6,478.00	20.00	8,200.00	14.50	5,945.00
er Pipe	19.00	4,199.00	9.46	2,090.60	9.60	2,121.60	16.00	3,536.00	12.00	2,652.00
er Pipe	15.00	2,025.00	8.55	1,154.25	8.90	1,201.50	15.00	2,025.00	9.00	1,215.00
er Pipe	16.00	1,696.00	8.21	870.26	7.50	795.00	12.00	1,272.00	8.00	848.00
CP.	7.00	1,400.00	5.11	1,022.00	6.00	1,200.00	8.00	1,600.00	6.00	1,200.00
l Gravel (7. & S.)	5.00	20,520.00	3.90	16,005.60	4.18	17,154.72	5.00	20,520.00	5.50	22,572.00
Rip Rap in Place	10.00	840.00	12.00	1,008.00	15.00	1,260.00	10.00	840.00	15.00	1,260.00
Structure	5,800.00	5,800.00	3,577.77	3,577.77	4,900.00	4,900.00	5,300.00	5,300.00	6,000.00	6,000.00
me	5.00	6,170.00	4.00	4,936.00	4.15	5,121.10	4.28	5,182.80	4.80	5,923.20
ile Iron Pipe Cl. II	8.50	918.00	8.90	961.20	8.10	874.80	8.00	864.00	9.00	972.00
ile Iron Pipe Cl. II	10.50	756.00	10.07	725.04	9.40	676.80	9.00	648.00	11.00	792.00
st Iron Pipe Class 22	13.50	1,701.00	12.80	1,612.80	15.30	1,927.80	12.00	1,512.00	13.00	1,638.00
Valve	300.00	300.00	217.15	217.15	250.00	250.00	300.00	300.00	250.00	250.00
e Valve	450.00	450.00	397.83	397.83	360.00	360.00	400.00	400.00	400.00	400.00
" Reducer	200.00	200.00	75.93	75.93	95.00	95.00	300.00	300.00	100.00	100.00
Total		\$302,193.05		\$32,905.81		\$ 246,360.58		\$ 255,042.70		\$ 274,633.40

PROJECT

Levy Road - E. pave. edge of State Road No. 3 to approx. 2546 feet east

BID ANALYSIS

DATE February 7, 1973

RES. NO. 5621-1972

MATERIAL

CONTRACTORS			ESTIMATE	EXTENSION	WAYNE ASPHALT		HIPSK
STREETS—ALLEYS—SIDEWALKS	UNIT	MATERIAL			UNIT BID	TOTAL BID	
1	Each	Concrete Head. Rem.	50.00	50.00	45.20	45.20	100.
16	Sq.Yds.	Ditch Inv. (4" Pl. Conc.)	5.00	80.00	16.95	271.20	12.
245	Sq.Yds.	Pavement Removal	2.50	612.50	2.03	497.35	3.
6,000	Cu.Yds.	Excavation Regular- 12" Asph.	3.50	21,000.00	2.19	13,140.00	2.
6	Each	Trees to be Rem. 6" to 12"	100.00	600.00	56.50	339.00	50.
1	Each	Trees to be Rem. 13" to 18"	150.00	150.00	113.00	113.00	75.
10,317	Sq.Yds.	Fine Grading	0.65	6,706.05	0.26	2,682.42	0.
560	Lbs.	Seeding	2.00	1,120.00	1.41	789.60	1.
460	Lbs.	Fertilizer	0.50	230.00	0.79	363.40	1.
5,400	Lin.Ft.	2 Ft. Curb and Gutter	3.75	20,250.00	3.56	19,224.00	3.
14,070	Sq.Yds.	No. 4 H.A.C. Base 6" Depth	3.75	52,762.50	2.92	41,084.40	3.
11,540	Sq.Yds.	No. 4 H.A.C. Base 4" Depth	2.50	28,850.00	2.01	23,195.40	2.
12,265	Sq.Yds.	State Mix Type "B" Top 2"	1.40	17,171.00	1.08	13,246.20	1.
57	Tons	No. 53 Compacted Agg. (Drives	5.00	285.00	5.31	302.67	5.
2,640	Lin.Ft.	Regrading Ditches	1.00	2,640.00	0.68	1,795.20	1.
1	Each	Concrete Headwall	50.00	50.00	96.05	96.05	220
1	Each	New M.H. Type IV (48")	450.00	450.00	237.30	237.30	490
10	Each	New Inlets Const. 48"	450.00	4,500.00	333.35	3,333.50	490
7	Each	New Inlets Const. 30"	300.00	2,100.00	209.05	1,463.35	370
4	Each	Special M.H. Type II 60"	1,700.00	6,800.00	1,107.40	4,429.60	790
1,905	Lin.Ft.	36" Sewer Pipe	35.00	66,675.00	31.20	59,436.00	28
365	Lin.Ft.	30" Sewer Pipe	33.00	12,045.00	20.22	7,405.85	23
410	Lin.Ft.	24" Sewer Pipe	20.00	8,200.00	17.90	7,339.00	20
221	Lin.Ft.	18" Sewer Pipe	19.00	4,199.00	10.69	2,362.49	16
135	Lin.Ft.	15" Sewer Pipe	15.00	2,025.00	9.66	1,304.10	15
106	Lin.Ft.	12" Sewer Pipe	16.00	1,696.00	9.28	983.68	12
200	Lin.Ft.	12" C.M.P.	6.00	1,400.00	9.16	1,832.00	8
4,104	Cu.Yds.	Backfill Gravel	5.00	20,520.00	4.41	18,098.64	5
84	Sq.Yds.	Grouted Rip Rap in Place	10.00	840.00	13.56	1,139.04	10
1	Each	Special Structure	5,800.00	5,800.00	4,042.88	4,042.88	5,300
1,234	Tons	#73 Stone	5.00	6,170.00	4.52	5,577.68	4
108	Lin.Ft.	6" Ductile Iron Pipe Cl. II	8.50	918.00	10.06	1,086.48	8
72	Lin.Ft.	8" Ductile Iron Pipe Cl. II	10.50	756.00	11.38	819.36	9
126	Lin.Ft.	12" Cast Iron Pipe Cl. 22	13.50	1,701.00	14.46	1,821.96	12
1	Each	8" Gate Valve	300.00	300.00	245.38	245.38	300
1	Each	12" Gate Valve	450.00	450.00	449.55	449.55	400
1	Each	12" x 8" Reducer	200.00	200.00	85.80	85.80	300
TOTAL				\$300,302.05		\$ 240,678.73	

BID ANALYSIS SHEET

ge of State Road No. 3 to approx. 2500 feet each

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

NO. 5621-1972

MATERIAL 12" Full Depth Asphalt

KS	ESTIMATE	EXTENSION	WAYNE ASPHALT		HIPSKIND ASPHALT		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID				
	50.00	50.00	45.20	45.20	100.00	100.00				
	5.00	80.00	16.95	271.20	12.00	192.00				
	2.50	612.50	2.03	497.35	3.00	735.00				
spha.	3.50	21,000.00	2.19	13,140.00	2.20	13,200.00				
2"	100.00	600.00	56.50	339.00	50.00	300.00				
18"	150.00	150.00	113.00	113.00	75.00	75.00				
	0.65	6,706.05	0.26	2,682.42	0.30	3,095.10				
	2.00	1,120.00	1.41	789.60	1.50	840.00				
	0.50	230.00	0.79	363.40	1.00	460.00				
	3.75	20,250.00	3.56	19,224.00	3.30	17,820.00				
pth	3.75	52,762.50	2.92	41,084.40	3.10	43,617.00				
pth	2.50	28,850.00	2.01	23,195.40	2.10	24,234.00				
2"	1.40	17,171.00	1.08	13,246.20	1.20	14,718.00				
drives	5.00	285.00	5.31	302.67	5.00	285.00				
	1.00	2,640.00	0.68	1,795.20	1.10	2,904.00				
	50.00	50.00	96.05	96.05	220.00	220.00				
	450.00	450.00	237.30	237.30	490.00	490.00				
	450.00	4,500.00	333.35	3,333.50	490.00	4,900.00				
	300.00	2,100.00	209.05	1,463.35	370.00	2,590.00				
60"	1,700.00	6,800.00	1,107.40	4,429.60	790.00	3,160.00				
	35.00	66,675.00	31.20	59,436.00	28.00	53,340.00				
	33.00	12,045.00	20.29	7,405.85	23.00	8,395.00				
	20.00	8,200.00	17.90	7,339.00	20.00	8,200.00				
	19.00	4,199.00	10.69	2,362.49	16.00	3,536.00				
	15.00	2,025.00	9.66	1,304.10	15.00	2,025.00				
	16.00	1,696.00	9.28	983.68	12.00	1,272.00				
	6.00	1,400.00	9.16	1,832.00	8.00	1,600.00				
	5.00	20,520.00	4.41	18,098.64	5.00	20,520.00				
	10.00	840.00	13.56	1,139.04	10.00	840.00				
	5,800.00	5,800.00	4,042.88	4,042.88	5,300.00	5,300.00				
	5.00	6,170.00	4.52	5,577.68	4.20	5,182.80				
1. II	8.50	918.00	10.06	1,086.48	8.00	864.00				
1. II	10.50	756.00	11.38	819.36	9.00	648.00				
22	13.50	1,701.00	14.46	1,821.96	12.00	1,512.00				
	300.00	300.00	245.38	245.38	300.00	300.00				
	450.00	450.00	449.55	449.55	400.00	400.00				
	200.00	200.00	85.80	85.80	300.00	300.00				
		\$300,302.05		\$ 210,678.73		\$ 248,169.90				

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S- 73-03-02

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Pursuant to the Council's disapproval of contract for paving Ley Road with concrete because it would cost the City an additional sum over the bid for asphalt, the Board acquired permission from the property owners to pave with whatever material was bid low when new bids were taken. These bids were taken February 7, 1973. John Dehner, Inc. was low with their bid of \$232,905.81 for 8" concrete. The Board petitions the Council's satisfaction of the ordinance as construction costs continue to rise.

EFFECT OF PASSAGE Paving of Ley RoadEFFECT OF NON-PASSAGE Postponment of improvement

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Maximum assessment to property owners is \$18.00 per foot or \$83,644.00. The balance to be paid by City.

ASSIGNED TO COMMITTEE (I.N.) FINANCE

W. K. J. Jr.

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	<i>1-73-03-02</i>
ORDINANCE NO.	
REGULAR SESSION	<i>3-17-73</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Fuller</i>
BILL WRITTEN BY	<i>Bl. Pether Works</i>
DATE INTRODUCED	<i>3-13-73</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Hinga</i> <i>Finance</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<input checked="" type="checkbox"/> PASS	<i>2-27-73</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<input checked="" type="checkbox"/>	COMMITTEE SHEET
	VOTE SHEET
<input checked="" type="checkbox"/>	PURCHASE ORDERS
	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	<i>Contract - Security</i>
	ZONING MAPS <i>Brul</i>
	<i>Feasibility Study</i>
	ABSTRACTS <i>Power of Attorney</i> <i>Wage Scales</i>
	TITLES
	PRIOR APPROVAL LETTER

COUNCILMAN'S VOTE

	AYES	NAYS	ABSENT
BURNS	<input checked="" type="checkbox"/>		
HINGA	<input checked="" type="checkbox"/>		
KRAUS	<input checked="" type="checkbox"/>		
MOSES	<input checked="" type="checkbox"/>		
NUCKOLS	<input checked="" type="checkbox"/>		
D. SCHMIDT	<input checked="" type="checkbox"/>		
V. SCHMIDT	<input checked="" type="checkbox"/>		
STIER	<input checked="" type="checkbox"/>		
TALARICO	<input checked="" type="checkbox"/>		

COMMENTS: